



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Ali Avery, Long Range Planner
DATE: July 7, 2020
SUBJECT: Discussion regarding proposals for the Town Center branding and wayfinding project.

BACKGROUND

In February 2020, the City began work on the Town Center Branding and Wayfinding project, funded in part by the WFRC Transportation and Land Use Connection grant. The consultant hired for the project is VODA Landscape + Planning. The scope of the project is to develop a “brand” for the Town Center, which includes a themed design for signs, banners, advertising materials, public art, logos, etc. The project also includes a wayfinding sign design package which will consist of themed trail and street signs for the Town Center.

In May 2020, the consultant got some feedback from the City Council regarding their conceptual branding and wayfinding options, which have been further refined after incorporating your comments. The consultant is now seeking feedback from the City Council regarding those changes and to ensure that they are moving in the right direction with the project. It is anticipated that the design package should be ready for adoption in August 2020.



NORTH SALT LAKE
TOWN CENTER



NORTH SALT LAKE
TOWN CENTER



NORTH SALT LAKE
TOWN CENTER



GATEWAY

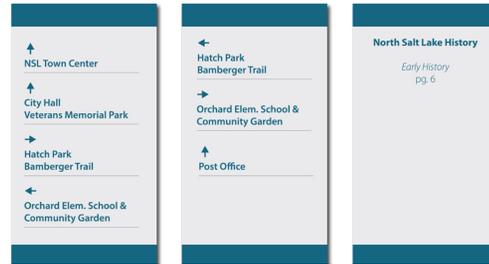
There will be four identical gateway signs, located at the Town Center entrances. The signs will be 15'-0" tall for maximum visibility. The signs will be 4'-0" wide and 1'-6" deep.



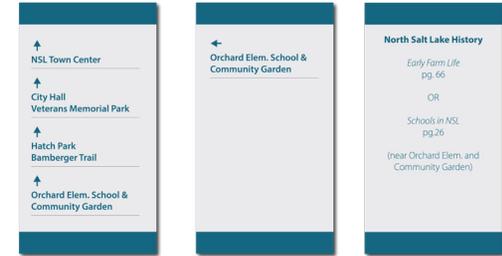


PEDESTRIAN

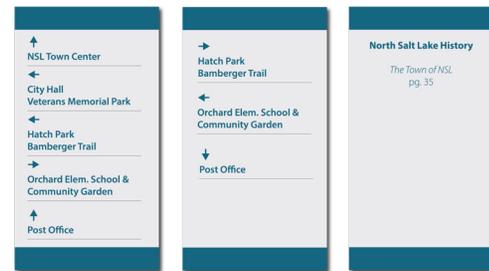
Four pedestrian signs will be located in the center of North Salt Lake Town Center. The signs will be 9'-0" tall, and will be 2'-0" wide and deep. The signs will be four-sided providing directions, a map, and historic stories and photos from North Salt Lake's town center.



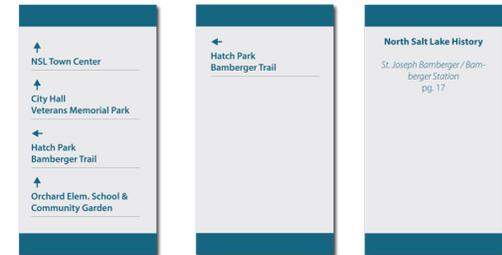
Pedestrian-Oriented Sign #8



Pedestrian-Oriented Sign #9



Pedestrian-Oriented Sign #12



Pedestrian-Oriented Sign #15



AUTO

Four auto-oriented signs shall be placed near the entrances of the Town Center, **after the gateway signs**. A maximum of three destinations shall be on each sign. Lettering must be 6" tall for capitalized letters, and 4.5" tall for lowercase. Arrows shall be the height of text. The auto signs must be placed a minimum of 12'-0" feet from travel lanes, and a minimum of 6'-0" from the shoulder.



Auto-Oriented Sign #3
Located near the Post Office



Auto-Oriented Sign #10
Located near Orchard Elem. School



Auto-Oriented Sign #16
Located near Bamberger Station



Auto-Oriented Sign #19
Located south of City Hall on HWY 89

TRAIL

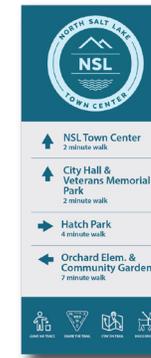
There will be eight trail signs throughout the Town Center. Trail signs will provide a map on the front and trail etiquette/rules on the reverse side.



Trail Sign #2



Trail Sign #4



Trail Sign #5



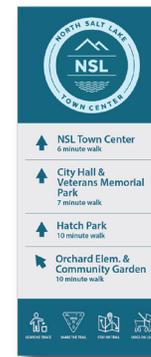
Trail Sign #18



Trail Sign #20



Trail Sign #22



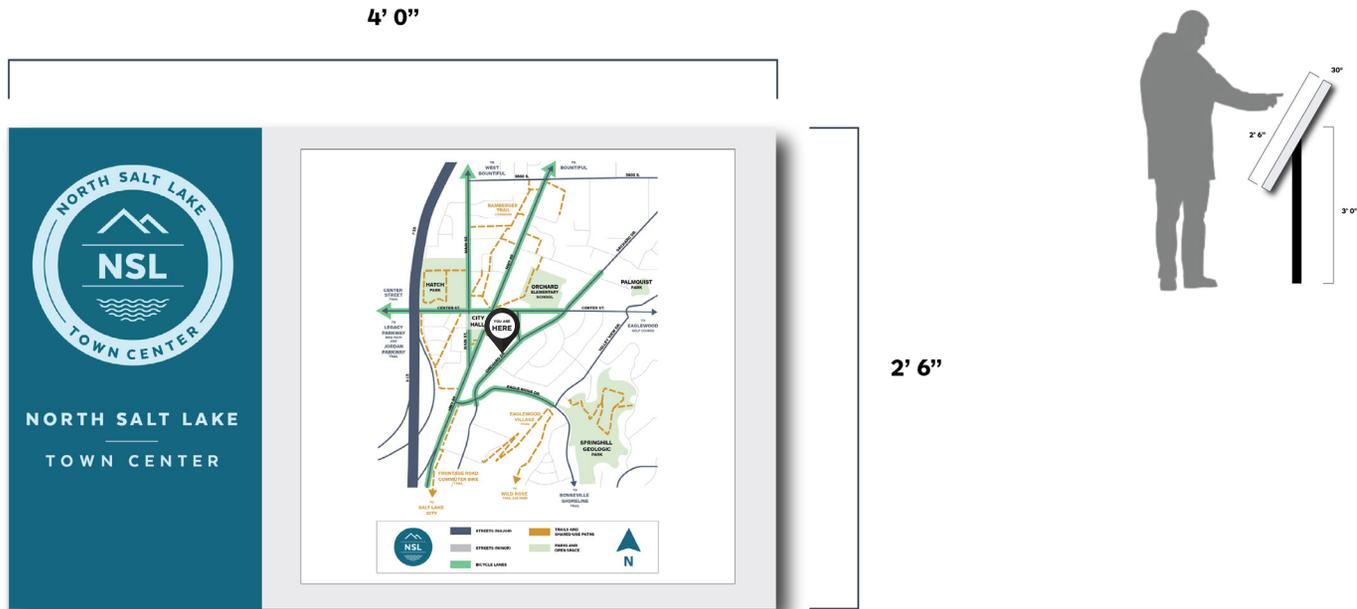
Trail Sign #25



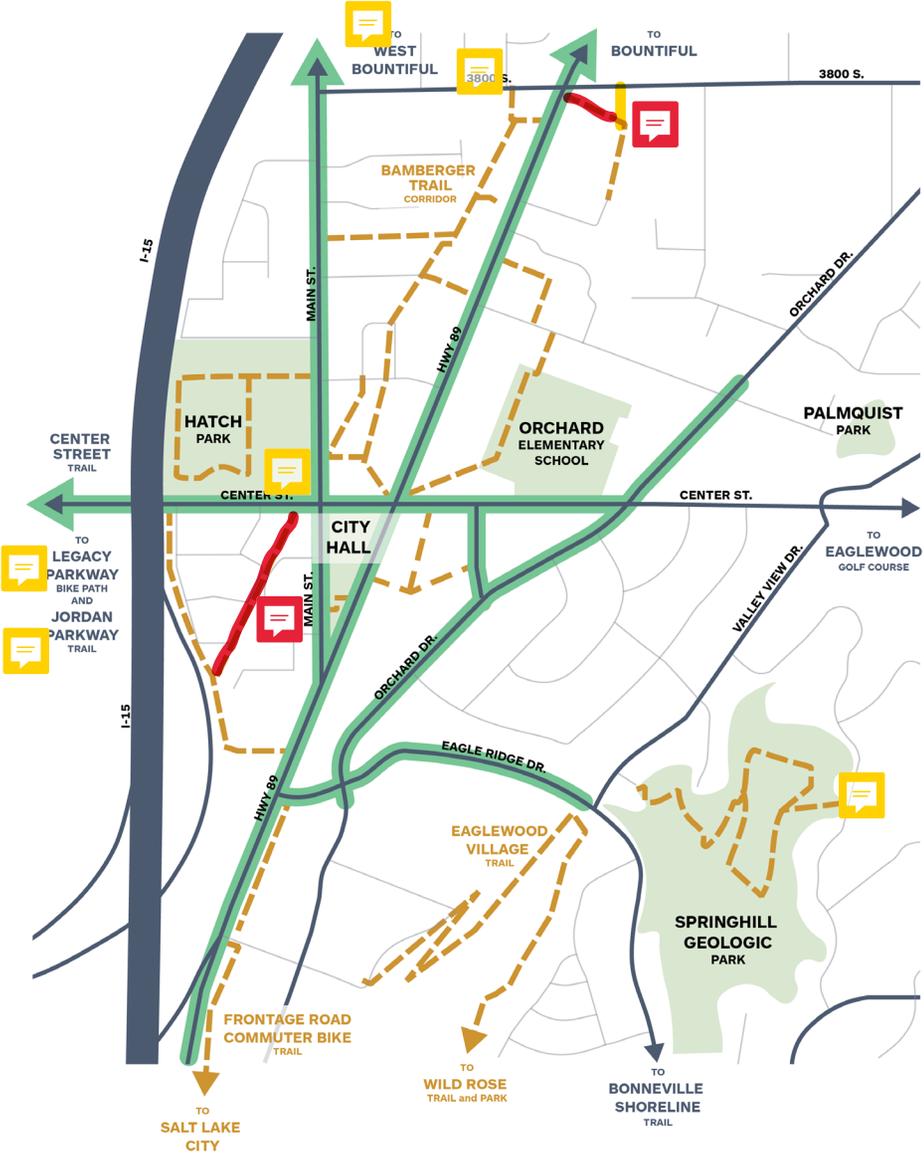
Trail Sign #26

MAP

Five map signs will be located in the town center and near the Eaglewood housing development in the south. The signs will be hip height and angled at 30-degrees. Each map sign will have a "You are Here" location sticker.



All five map sign will be the same. A "You are Here" sticker will be placed on each map to show location.



	STREETS (MAJOR)	TRAILS AND SHARED-USE PATHS	
	STREETS (MINOR)	PARKS AND OPEN SPACE	
	BICYCLE LANE		

[sign type]

sign description ...



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 7, 2020

SUBJECT: Proposed Resolution No. 2020-22R: A resolution ratifying the City Council's previous award of bid to ACE Recycling and Disposal for recycling and solid waste services and authorizing the Mayor to sign an agreement for services.

RECOMMENDATION

I recommend approval of Resolution 2020-22R that ratifies the City Council's previous award of bid to ACE Recycling and Disposal and authorizes the Mayor to sign an agreement for services.

BACKGROUND

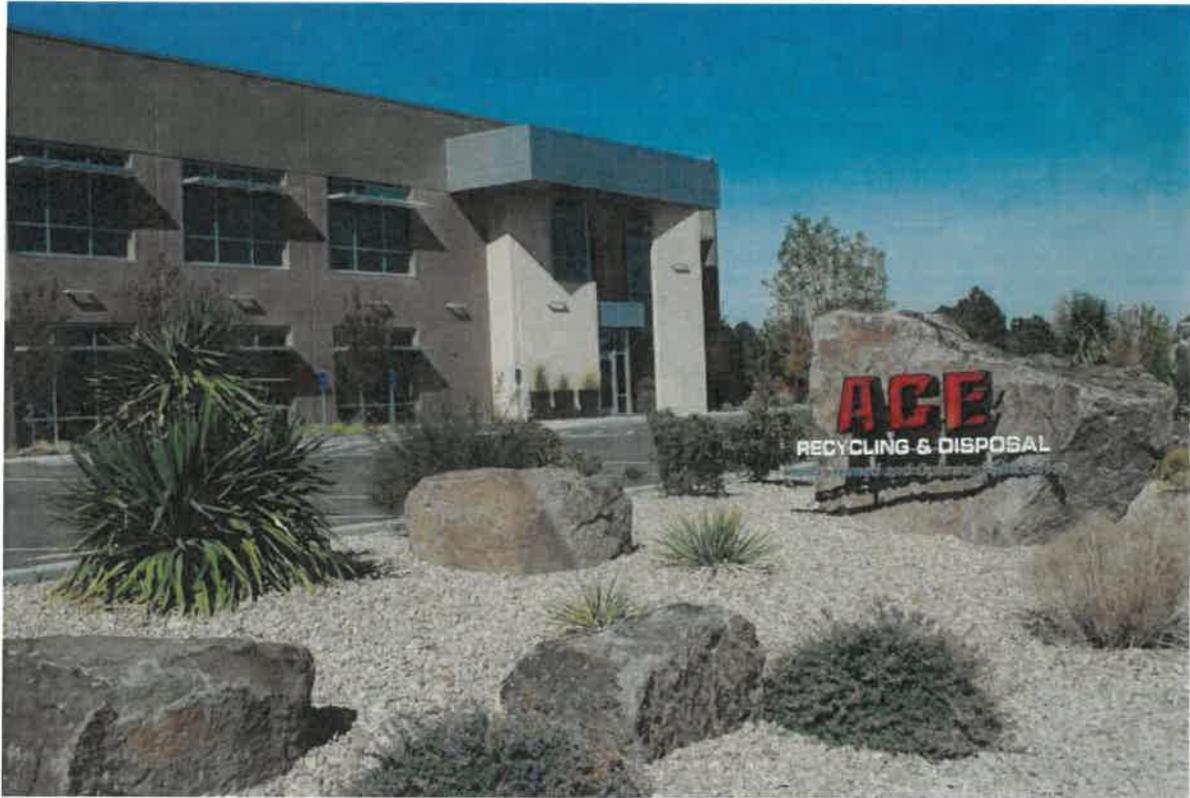
As the Council recalls, the City recently awarded a bid for recycling and solid waste services to ACE Recycling and Disposal. The proposed resolution ratifies that previous action and authorizes the Mayor to sign the proposed contract for services. The proposed contract and bid are attached to the Resolution.

ACE began servicing North Salt Lake on July 1, 2020.

PROPOSED MOTIONS

I move that the City Council adopt Resolution 2020-22R: A resolution ratifying the City Council's previous award of bid to ACE Recycling and Disposal for recycling and solid waste services and authorizing the Mayor to sign an agreement for services.

NORTH SALT LAKE
SOLID WASTE AND RECYCLING COLLECTION
SERVICES
2020



Submitted by: Ace Recycling and Disposal
2274 S. Technology Dr.
West Valley City, Utah 84119
800-724-9995



May 25, 2020

David Frandsen
Public Works Director
North Salt Lake City
10 East Center St.
North Salt Lake, Utah 84054

Mr. Frandsen,

Ace Recycling and Disposal appreciates the opportunity to serve North Salt Lake again. As a local company we possess a unique perspective on local values, issues, and solutions. Ace is an independent company with the ability to solve problems or provide services the way our customers want. We are not bound by a massive corporate structure or mentality. As your partner in providing waste and recycling services to your citizens, we will work hand in hand to make sure that the needs of North Salt Lake residents are addressed in a way that makes sense fiscally while meeting the needs of your citizens.

Ace proudly served the residents of North Salt Lake from 1993 to 1996 and from 1998 to 2006. We know your city and the type of service that city administrators and residents expect. Ace and North Salt Lake have become larger and more diversified, but our core values remain the same; **to provide the highest level of service for the best price possible.**

One area that sets Ace apart from other providers is our local customer service department. All calls are answered by a live person, even after hours, 7 days a week, 24 hours a day. Customer calls do not go to a regional call center somewhere out of state. Your questions and concerns are handled at our corporate headquarters in West Valley City. Our customer service representatives are trained and empowered to handle almost any problem or request generated by a customer. If the problem still cannot be resolved, Ace will send an account representative in person to solve any issues or problems with a resident or the city.

Ace account representatives establish personal relationships with each of our client cities. We meet in person at least monthly with each city to ensure customer satisfaction with the services we are providing. We truly are your partner in providing sanitation services to the residents of North Salt Lake.

The plan we have crafted for your city fulfills all the requirements of this RFP. Ace is well aware of the challenges presented with servicing the Eaglewood area. Ace plans to purchase new trucks with upgraded brakes (Engine Brakes), to service this area. Our supervisors have spent many hours researching the terrain and layout of these streets. We are confident that our drivers and support staff can provide the highest level of service to all North Salt Lake residents.

We also have optional services such as our Neighborhood Bulk Clean-up Program that the city may want to examine closely. Our Bulk Clean-up program was especially popular with residents when we provided service to your City previously. The cost for these services can be negotiated during the contract process.

We acknowledge the receipt of the first and second amendments to the RFP.

Sincerely,

Richard Hamik

Richard Hamik
Sales Manager
801-363-9995
richard@acedisposal.com

Exhibit B – Proposal Response Sheet

The undersigned, having carefully read and considered the Request for Proposal to provide services as specified in this RFP for City of North Salt Lake, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions outlined in the proposal. Services will be performed at the rates outlined in the said proposal.

OFFEROR

Company Name: Ace Recycling and Disposal

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of Utah.

BY: Philip J Markham
(Signature of authorized representative)

Philip J Markham
(Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address 2274 S. Technology Dr.

City West Valley City County Salt Lake

State Utah Zip Code 84119

Telephone 800-724-9995

E: mail Address phil@acedisposal.com

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. 87-048-1948 or Social Security No. _____
(Corporation or Partnership) (Individual)

I authorize City of North Salt Lake to send further correspondence that the City deems to be of urgent nature related to this RFP.

Signature: Philip J Markham

Title: Business Development Date: 5/20/2020

Exhibit C – Non-Collusion Affidavit

Proposal for Solid Waste & Recycling Collection Services for City of North Salt Lake.

I state that I am Municipal Business Rep. (title) of Ace Recycling & Disposal (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Ace Recycling & Disposal (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Ace Recycling & Disposal (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by City of North Salt Lake in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of North Salt Lake of the true facts relating to the submission of proposals for this contract.

Philip J. Markham (Signature)
Philip J. Markham (Printed Name)
Municipal Business Representative (Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 20 DAY sr

OF May, 2015, 2020

Susan Nixon (Notary Public)

My Commission Expires 5/9/2023



SECTION 1: EXPERIENCE, REFERENCES, QUALIFICATIONS

Company Overview

Ace Recycling and Disposal, Inc. is a family-owned enterprise founded in 1980 in Salt Lake City, Utah. Ace began with a single truck and has grown to become the largest independent waste hauler in the Intermountain West. Although our business has grown significantly, we have not sacrificed our quality of service and continue to put customer satisfaction first.



At Ace, we understand that good customer service begins with satisfied employees. We put in a lot of effort to ensure that our employees are heard, treated with respect, and are in a safe and enjoyable work environment. Although we have moved beyond our humble beginnings, every employee continues to be on a first name basis with Ace's owners. We are the proud recipient of the Salt Lake Tribune's 2019 Top Workplaces for the fourth year in a row, in the Midsize Company category. We believe these awards speak volumes about the companies who win them, and the way they treat their employees and their customers.

We have been providing trash, recycle and green waste services to public and private customers for 40 years along the Wasatch Front. Our employees service thousands of commercial and industrial accounts every day, as well as 14 municipalities, 4 school districts, Camp Williams, Utah State Prison, and the University of Utah.

The company's officers are:

Lon Stalsberg President

Matt Stalsberg Vice President & General Manager

Environmental Stewardship

Ace was the first waste hauler in Utah to introduce CNG collection vehicles into their fleet. We now proudly run 102 CNG trucks, representing more than half our fleet, and our headquarters has a CNG fueling station capable of fueling 80 trucks simultaneously. In 2019, we saved 722,812 gallons of diesel fuel and significantly reduced our vehicle emissions.



Our commitment to the environment is evident every time we come to work at our headquarters. This facility includes water wise landscaping, an innovative geothermal climate control system, and solar panels. At Ace, we don't just talk about protecting the environment; we put our money and our people behind it.

Recycling Education and Waste Reduction

Ace has provided curbside mixed recycling services since 2003. We now provide these services to 14 cities, the University of Utah, and many other government entities and commercial businesses. In 2019, Ace diverted more than 144,327 tons of recyclables from landfills to local processors.

The recycling industry is dynamic, and good recycling practices are more important than ever. We have a Sustainability Director who works closely with the Utah Recycling Alliance and the Recycling Coalition of Utah. We work with your city to help educate residents by writing monthly content for City newsletters or social media.

Safety

General Safety Practices

In our industry, safety is the highest priority. Our dedication to safety begins by hiring experienced drivers and training them in our best practices. We design routes to avoid high traffic times in areas near schools and businesses. Pre and post trip inspections are performed on all our vehicles to maintain our equipment in good shape and avoid breakdowns. Our safety standards extend to your neighborhoods, which is why we have the same drivers run the same routes every day.

Waste Watch

Our drivers are trained to look out for any suspicious activity in the communities we serve, and report anything out of the ordinary to dispatch, and if the situation calls for it, the local authorities. Our drivers are asked to document any unusual acts they witness on route and report any acts of violence, or damages to private property, to the local authorities.

SECTION 2: EQUIPMENT, CAPACITY TO PERFORM, CURRENTS CONTRACTS & REFERENCES

Facilities

Ace's priority is to provide safe, reliable service to all our customers. To help us achieve this goal, Ace owns and operates seven facilities in Utah and Wyoming. Each facility includes fueling stations and heavy equipment repair shops with factory certified technicians that can service all our equipment. Our customer service department and dispatch center are housed at our headquarters in West Valley City.

West Valley City: Headquarters/Corporate Offices

Our headquarters are located at 2274 Technology Drive in West Valley City, Utah. This facility sits on 9.5 acres and contains a 20,250-sq. ft. office complex, as well as a complete heavy equipment shop, metal container shop, wash bay, and CNG fueling station capable of fueling 80 trucks simultaneously. This state-of-the-art complex is solar powered, xeriscaped, and utilizes a geothermal heating and cooling system.

Clearfield Facility:

Ace owns and operates a full-service facility in Clearfield to accommodate our growing commercial business in the northern portion of the Salt Lake Valley, as well as the cities of Centerville, Bountiful, West Bountiful, and North Salt Lake. The facility is fully equipped with an administrative office, a mechanics shop, newly expanded CNG fueling station, and a cart repair shop. **This site will serve as the primary facility that serves North Salt Lake City.**

West Jordan Facility:

Ace's newest facility sits on 3 acres and is located at 5574 Leo Park Rd in West Jordan. It contains a heavy equipment shop, wash bay, and CNG fueling station as well as a staging area for trucks and associated equipment.

Pleasant Grove Transfer Station:

Ace has recently opened a large regional facility on 21 acres in Pleasant Grove. Newly completed, this facility consists of a large equipment yard, full-service truck garage, fueling stations and a large Materials Recovery Facility. The site is now fully operational and will be the primary service facility used to service Utah County.

Insurance Requirements

Ace carries general liability, workers compensation and aggregate insurance coverage in excess of the amount required in this RFP. We are happy to provide the City with the required performance bond as well.

MUNICIPAL REFERENCES

We are proud to provide similar services to the following cities.



Centerville City

Ace was recently awarded a contract extension to continue to provide a comprehensive waste management program for Centerville City consisting of automated trash pick-up, curbside single stream recycling and automated green waste collection. Ace also provides complete cart management services for recycle containers used by the City.

Municipal Contact:

Jacob Smith

801-677-6434



Bountiful City

Ace has provided curbside single stream recycle collection for the residents of Bountiful City since 2014. As part of this contract Ace also provides the automated containers and facilitated the delivery of over 20,000 carts.

Municipal Contact:

Gary Blowers

801-298-6175



West Bountiful City

Ace has provided trash and recycle collection services for West Bountiful City since 2015. We also provide 3-yard residential dumpsters and 30 yard roll-off containers for city clean-up efforts.

Municipal Contact:

Duane Huffman

801-292-4486



Midvale City

Ace has been servicing Midvale City since 2003. We currently provide automated trash pick-up, curbside recycling, and 30 yd. roll-off containers for neighborhood clean-up. We are currently servicing more than 12,000 containers. We also provide a yearly E-waste/shred event.

Municipal Contact:

Glen Kennedy

(801) 567-7247



Murray City

Ace has provided automated trash pick-up and curbside recycling for Murray City since 2009. Ace also provides 30 yd. roll-offs for their neighborhood clean-up program. Murray City has 20,000 trash and recycle containers currently serviced by Ace.

Municipal Contact:

Danny Astill

(801) 270-2400



South Jordan City

Ace has been providing automated trash pick-up and recycle services for South Jordan City since 2014. Our service in South Jordan City has increased by 20% since the beginning of our contract.

Municipal Contact:

Rawlins Thacker

(801) 618-6680



West Jordan City

Ace has served West Jordan City since 1986. During this time, the city has experienced tremendous growth. We currently collect trash, recycle, and green waste from 25,000 homes each month.

Municipal Contact:

Tim Peters

801-569-5722



West Valley City

Ace was awarded a new contract to provide solid waste services in 2019. Services include trash and recycle collection, monthly bulky waste collection as well as a neighborhood clean-up service that utilizes 30-yard roll-off containers. **Ace also negotiated a contract to dispose of all City solid waste at Intermountain Regional Landfill, located in Fairfield. This resulted in significant savings to the City.**

Municipal Contact:

Russ Willardson

801-963-3205 xc

Key Staff Members

All Key Staff Members work at our West Valley City headquarters. They can be reached by calling: [800-724-9995](tel:800-724-9995)

Matt Stalsberg *Vice President & General Manager*

Matt has been with Ace for 19 years. Matt is a graduate of the Huntsman School of Business and Utah State University. Matt manages all aspects of the day to day operation of the business.

Pat Frehner *Maintenance Manager*

Pat has been with Ace for 31 years. He has 33 years' experience as a heavy-duty mechanic. As our Maintenance Manager, Pat is responsible for the repair and maintenance of all our equipment, in all our shops located in Utah and Wyoming.

Ruben Garza *MIS Manager & Special Projects*

Ruben has been with Ace for 32 years. He has been involved in all aspects of the daily operation before moving into computer management and special projects. Ruben has designed and operated our computer network system and many of the programs we currently utilize.

Roger Turner *Safety Manager*

Roger has been with Ace for 34 years, with 24 years' operating a variety of equipment in our fleet. For the past 12 years, Roger has been our safety manager. He is responsible for our safety training program, insurance claims, investigating incidents, property damage, and conducting safety meetings.

Steve Wyatt *Controller*

Steve has been controller of Ace for 4 years. Prior to joining our company, Steve owned his own accounting firm which handled the preparation of financial statements and tax returns for Ace owners for 37 years. Steve is a Certified Public Accountant since 1984.

Lorissa Riggs *Office Manager*

Lorissa has 21 years' experience with Ace. Starting as a receptionist, she then moved to sales support and account retention. In 2014, she was promoted to Office Manager and currently manages customer service, accounts payables and receivables.

Aaron Lobato *Operations Manager*

Aaron has worked for Ace for 28 years, with 21 years' experience in residential collections. Currently, he oversees all elements of our operations department, including hiring and training drivers, developing routes, and overseeing our dispatchers.

Isaac Leituala Asst. Operations Manager/*Residential Supervisor*

Isaac has worked for Ace for 11 years. He has extensive experience in analyzing, developing and implementing residential routes. He also supervises our automated vehicle drivers in the cities we serve.

Richard Hamik *Sales Manager/ richard@acedisposal.com*

Richard has been with Ace for 29 years. He manages all sales personnel and is responsible for all commercial and government accounts. Additionally, he manages all marketing and advertising activity.

Richard will serve as a primary contact for this RFP.

Dawn Beagley *Business Development/ dawnb@acedisposal.com*

Dawn has worked in sales with Ace for 19 years, specializing in municipal accounts. For many city employees and property managers she is the “Face of Ace Recycling and Disposal.” Her customer service skills have been formed over many years of ensuring that customer concerns are professionally managed, and any issues are resolved quickly. Dawn will be a key account representative for West Valley City. Dawn *will serve as a primary contact for this RFP.*

Mercedes Anto Sustainability Director

Mercedes serves as our sustainability director. When not functioning as the office recycling expert, she helps customers increase their diversion rate and find solutions for hard-to-recycle items. She will handle reviewing and reporting for your recycle program. She currently serves on the Board of Directors of the Recycling Coalition of Utah. Mercedes has a Bachelor of Science Degree from Weber State University.

Phil Markham Business Development

Phil brings over 30 years of municipal experience to his position at Ace. He supervised the delivery of municipal trash and recycle services at multiple cities in the Salt Lake Valley. He will assist your primary account contact and help to ensure that all services run smoothly.

Customer Service

Ace is proud to offer customer service that consistently exceeds customers' expectations. We are committed to providing all our services in a safe, reliable and responsive manner. **Our customer service phone number is: 800-724-9995.**

Our ability to respond to service issues and complaints starts with all telephone calls being answered by a live customer service representative. During normal business hours, which are 7 a.m. to 5 p.m., Monday through Friday, calls are answered by our onsite customer service representative. For after-hours customer service, calls are answered by an external answering service. We never use automated phone answering systems. Our customer service representatives are highly trained and possess the knowledge to quickly assess a situation and resolve it on the spot. After-hours calls are logged into our system where they are reviewed by 7:00 a.m. the next day.



Our customer service center is in our corporate headquarters: 2274 S. Technology Dr., West Valley, Utah. This facility is equipped with the latest technology for immediate access to customer service information and direct communication with our dispatch center and drivers. Service complaints are permanently logged with the customer's name, address, telephone number, nature of the complaint along with details of the resolution. Ace drivers utilize a hands-free communication system to allow our collection vehicles to easily contact the main office and dispatch center. Our drivers are equipped with iPads that can take pictures of any unusual problems, then e-mail the photo with an audio explanation of the problem to anyone at the City or Ace.

Customer account changes will be made at the direction of City personnel. Missed cans and customer complaints shall be resolved on the same day when possible and no later than the next day.

Reporting

All the cities we currently work with require confirmation, times, names, weights, etc., for the services we provide. We can accommodate any needs you require for your waste management plans within reasonable standards.

Equipment List

Ace plans to utilize both diesel powered trucks and CNG powered trucks for this job. We currently have 104 CNG powered trucks and will be adding several new trucks annually. All trucks in North Salt Lake will be newer than 8 years old. We are currently on an 8 year turn around cycle on our equipment. At Ace, we are proud of our commitment to keep our air as clean and healthy as possible by using the best technology available. The equipment is listed as follows:

TRUCK NO.	YEAR	VEH. MAKE	MODEL #	BODY	DESCRIPTION	LIC #	DOT #
430	2019	PETERBILT	520	LABRIE	AUTO SIDE LOAD	Z064750	704273
431	2019	PETERBILT	520	LABRIE	AUTO SIDE LOAD	Z064751	704273
494	2016	PETERBILT	320	LABRIE	AUTO SIDE LOAD	E402ZC	704273
495	2016	PETERBILT	320	LABRIE	AUTO SIDE LOAD	E403ZC	704273
496	2016	PETERBILT	320	LABRIE	AUTO SIDE LOAD	E404ZC	704273
375	2018	FREIGHTLINER	M2	GALBREATH	ROLL OFF	V581DC	704273
101	2017	PETERBILT	320	MCNEILUS	FRONT LOAD	V554DC	704273

Ability to provide Performance Bond

A letter from our bonding company is attached at the back of the proposal.

SECTION 3: METHODOLOGY AND OPERATIONS PLAN

Operational Plan

This operational plan outlines all services that Ace plans to Provide to North Salt Lake City. Options and suggestions will always be considered to make each service better. As a previous service provider to North Salt Lake City we understand the challenges of providing these services to your city.

Every city has a different operational plan because services, engineering, weather, terrain, etc., all play a role in keeping your waste collection safe and efficient. Ace Disposal's goal is to provide your city with safe, affordable, quality service despite any challenges or obstacles we may encounter. **Our number one goal with any service we provide is safety first.**

Automated Collection

Ace has no intentions of changing any collection days for all Automated Services currently. Any changes requested in the future would be designed to improve the city's waste plan, upon approval of the city.

Trash Collection

We plan to run 2 trucks in your city starting at 7 am collecting garbage. We anticipate each truck will haul 2-3 loads depending on the season and the future of waste generation. Each truck will take approximately 2-3 loads of garbage to Wasatch Integrated Management District. We should be finished with all trash collection by 4 pm each day.

Curbside Recycling Collection

We plan to run 1 truck in your city starting at 7 am collecting recycle containers. We anticipate that truck will haul 2 loads of recycle each day. That truck will take all recycle material to Wasatch Integrated Management District. All recycle will be done in the city by 4 pm.

Curbside Christmas Tree Pickup

We plan to perform this service with a rear load collection truck at the curb. This is an easy and efficient way to collect Christmas trees for recycling. Each resident can put their tree out by the curb, the first or second Saturday after Christmas. We will run 2-3 trucks each Saturday

through each area of the city collecting trees. All loads will be taken to Wasatch Integrated Management District to be processed.

2nd Saturday Extra Pickup

We would schedule 8 trucks to do this service. We would start servicing containers at 7 am. We anticipate running 1-2 loads of garbage for each truck. All loads would go to Wasatch Integrated Management District. All trash should be serviced by 4 pm.

Spring and Fall Cleanup

Ace will coordinate with city staff in the delivery and removal of roll-off containers for North Salt Lake Spring and Fall cleanup. Based on previous Spring and Fall cleanup attendance, we can advise the city on the number of roll off containers that would be needed and the number of hauls needed for the cleanup to run smoothly.

Neighborhood Waste Watch

Our drivers are trained to notice any suspicious activity in our communities we service. Reporting anything that may be out of the ordinary to dispatch and if the situation calls for it, the local authorities. Our drivers are on these streets every week and notice things like increase foot traffic in certain areas you would not see a lot of people in, to new vehicles parked in and along streets that are not normally parked there. The drivers are asked to document any unusual acts they notice on route and report any acts of violence or damages to private property.

Service for the Elderly and Handicapped

At the request of city personnel, our divers will retrieve a residential container, dump the container, and return it to its original location. Residents should contact city staff to request this service and the city will supply Ace with a list of the addresses.

Government Offices

All government offices and parks would be taken care of as per request of the City. All containers would be provided and maintained. Dumping will be scheduled weekly and can be modified due to special events or requests from City staff.

Special Events

Ace works with all its municipal customers to ensure any celebrations or events are easily serviced. We can provide additional containers, special weekend dumps, secured storage bins and more to make your event a success.

Emergency Response

Ace is prepared to respond to emergencies and disaster events at the request of the city. In the event of equipment breakdowns, severe weather, or problems associated with natural disasters, Ace will act in a timely manner and will do everything possible to avoid a prolonged interruption of service.

Ace is proud to own and operate multiple modern state of the art facilities that can serve the needs of North Salt Lake residents. The Clearfield facility will be the primary site used to service your city and help is only minutes away. Our facility in West Valley can access the City from a variety of directions in the event of road closures or natural disasters. This allows us to service North Salt Lake from two locations. We have spare vehicles in each of our facilities that can be quickly dispatched to replace equipment that has experienced a mechanical problem.

Curbside Bulk Waste Cleanup (Optional Service)

This program is a good substitute for the 2nd Saturday service and the Spring and Fall Cleanup and can be provided at a minimal cost per home to your residents, with no additional equipment necessary. Residents like it because they have an option to put their bulky items at the curb. Appliances, furniture, fixtures, trees, bushes, and ext. can be placed for pickup. Excess household waste is not permitted; this program is only designed for excess bulky items.

Ace would plan to run 1 truck through your city each month to collect these items. We would set boundaries on your current maps to reflect a (suggested) 1 time per month collection schedule. Although this service is available with any collection frequency.

Exhibit D – Proposal Price Sheet

Provide a price for the following options. Your price for this section should be for the collection, hauling and disposing. Collected solid waste will be delivered to Wasatch Integrated Waste Management District in Layton, UT. The City pays the Wasatch Integrated tipping fees directly. The City will provide all regular residential and municipal waste and recycling containers. Contractor will provide

PRICE SHEET – OPTION # _____

Waste Collections & Disposal, Residential:

	1 st Container	Additional Container
Residential Waste, 90-100 Gal Can, Weekly:	\$ 5. ⁶⁸	\$ 3. ⁰⁰
Residential 3 Yard Dumpster (Contractor Provided):	\$ 80. ⁰⁰ per month, weekly service	

Recyclable Materials Collection & Processing

	1 st Container	Additional Container
Recycle Waste, 96 Gal Can, Every Other Week:	\$ 3. ⁴⁹	\$ 3. ⁴⁹

Waste Collections, Delivery & Disposal, City Properties: (Must be charged a rate, cannot be included above. Dumpsters to be provided by Contractor)

	1 st Container	Additional Container
Municipal Waste, 90-100 Gal Can, Weekly:	\$ 15. ⁰⁰	\$ 10. ⁰⁰
3 yard dumpster at City Properties, Weekly, or upon request:	\$ 80. ⁰⁰	\$ 80. ⁰⁰
6 yard dumpster at City Properties, Weekly, or upon request:	\$ 125. ⁰⁰	\$ 125. ⁰⁰
30 yard dumpster at City Properties, Fall/Spring Clean-up and Special Projects:	\$ 250. ⁰⁰ per container	\$ disposal at Wasatch Integrated.

Special Events

Second Saturday garbage pickup (6 Saturdays per year-one additional pickup):	\$ 1. ²⁰	\$ _____ per home, per month May – Nov.
Curbside Christmas Tree Pick-up (Green waste only):	\$ Free	

Fuel Surcharge:

- NO
 YES Please explain details on an additional page.

Cost of Living Adjustment:

- NO
 YES Please explain details on an additional page.

Fuel Surcharge

Ace does not plan to utilize or charge a Fuel Surcharge for the term of this contract.

Annual Cost of Living Adjustment

Annual Cost of Living Adjustment will be requested utilizing a mutually agreed upon index.



Dustin Gilmore

*Account Executive Officer
Travelers Bond & Financial Products
Commercial Surety, Seattle*

(206) 464-5770
(206) 326-4292 (fax)

1501 Fourth Avenue, Suite 1000
Seattle, WA 98101

May 12, 2020

**ACE DISPOSAL, INC.
2274 S TECHNOLOGY DRIVE
SALT LAKE CITY, UT 84110**

Re: CITY OF NORTH SALT LAKE – SOLID WASTE & RECYCLING COLLECTION

To Whom it May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for Ace Disposal, Inc. for over 14 years. During that time they have completed and we have bonded projects in the \$3,000,000 range for a wide variety of owners.

It is our opinion that Ace Disposal, Inc. is qualified to perform the above captioned project, which we understand has an estimated value of approximately \$750,000. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Ace Disposal, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Travelers Casualty and Surety
Company of America

Dustin Gilmore

¹ Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XIV (\$1.5 Billion to \$2.0 Billion).

A.M. Best's rating of A+ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of May 23, 2014, are used with permission; and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

RESOLUTION NO. 2020-22R

**A RESOLUTION RATIFYING THE CITY COUNCIL'S
PREVIOUS AWARD OF BID TO ACE RECYCLING AND
DISPOSAL FOR RECYCLING AND SOLID WASTE
SERVICES AND AUTHORIZING THE MAYOR TO SIGN
AN AGREEMENT FOR SERVICES.**

WHEREAS, the City of North Salt Lake accepted bids for recycling and solid waste services from qualified haulers; and,

WHEREAS, the City determined that ACE Recycling and Disposal was its desired contractor to provide such services; and,

WHEREAS, the Governing Body of the City of North Salt Lake has the authority to enter into contracts for services with qualified recycling and solid waste haulers and desires to enter into such a contract with ACE Recycling and Disposal.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

1. The City hereby ratifies its previous action to award the bid for recycling and solid waste removal services to ACE Recycling and Disposal.
2. The Mayor is hereby authorized to sign the attached contract with ACE Recycling and Disposal.
3. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 7th day of July 2020.

ATTEST:

Leonard K. Arave, Mayor

Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT, made and entered into this ____th day of July 2020, by and between the CITY OF NORTH SALT LAKE, a municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah 84054, herein referred to as "City", and Ace Recycling and Disposal, Inc., a Utah Corporation, whose principal address is 2274 S. Technology Drive, West Valley, Utah 84119, herein referred to as "Contractor."

WITNESSETH:

WHEREAS, the Contractor represents that it is qualified to provide solid waste collection and disposal services within the City; and

WHEREAS, the City desires to have the Contractor collect solid waste as defined in this document within the boundaries of the City subject to the requirements set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor hereby agree as follows:

1. DEFINITIONS.

- a. Approved Garbage Containers. Approved Garbage Containers shall consist of 90-105 gallon containers designed specifically for automated collection, and are equipped with wheels for easy movement by residential users and permanently attached, tight-fitting lids.
- b. Hazardous Materials. Materials and wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic character.
- c. Residence. An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four or less units, not including hotels, motels, or mobile home parks. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 continuous days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.
- d. Residential Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of households.
- e. Rubbish and Trash. Combustibles such as paper, wood, yard trimmings, etc., and non-combustibles such as metal, glass, stone, etc.
- f. Non-processable Waste. Goods and bulky materials which are not residential and/or are not capable of being stored in approved garbage containers and

cannot be picked up by a normally used collection vehicle and are prohibited by the disposal facility which items include: combustible material, hazardous waste of any kind, explosives, medical or pathological wastes, animal or human body parts or remains, white goods or appliances, construction debris of non-processable proportions, large metal objects of any kind, large sealed containers of any kind, motor vehicle parts, and building material or large wood items.

- g. Commercial User. An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, commercial entity, governmental or public entity, church, etc.
 - h. Commercial Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of commercial users.
 - i. Food Wastes. Animal, vegetable, or mineral derived from the preparation or packaging of foodstuffs.
 - j. Bulky Wastes. Wastes that are not capable of being stored in the approved automated garbage containers and cannot be picked up by normally used collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod, concrete, and Christmas trees, etc.
 - k. Response Document. The Response Document is the Contractor's response to the City's Request For Proposals (RFP). This document is attached to this Agreement as Exhibit A.
2. SERVICE. All residences within the City shall be provided minimum service under this Agreement as generally described in the Response Document and specifically required by the provisions contained in this Agreement.
 3. TERM. The initial term of this Agreement for residential waste collection shall be for three (3) years beginning July 1, 2020 and ending June 30, 2023. The contract may be automatically extended for an additional three (3) year term upon mutual agreement of both the City and the Contractor. The extension shall be upon the same terms and conditions as contained in the agreement or upon such terms as the parties may deem appropriate. If either party desires not to renew as provided herein, it shall give the other party not less than ninety (90) advance notice of its intent not to renew.
 4. MINIMUM SERVICE. The Contractor shall make at least one weekly collection at all residences within the City for solid waste on a schedule and route mutually agreed to by the City and Contractor. The Contractor shall also make every other week

collection at all residences within the City for recycling on a schedule and route mutually agreed to by the City and Contractor.

5. HOURS. Collections shall be made between the hours of 7:00 A.M. and 5:00 P.M. subject to such modifications as the City may require from time to time. All collections shall be made as quietly as possible.
6. LITTER. The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved garbage container or spilled as a direct result of overfilling by the resident.
7. UNAPPROVED CONTAINER. The Contractor shall not be required to collect solid waste unless it is in an approved garbage container, as defined in Paragraph 1, except as otherwise provided for in this Agreement. The Contractor certifies, by signing this Agreement, that it has inspected the City's approved garbage containers and has accepted such containers as Approved Garbage Containers for the purposes of carrying out the duties and responsibilities of collecting Residential Solid Waste.
8. NON-PROCESSABLE AND HAZARDOUS MATERIALS. The Contractor shall not be required hereunder to provide hauling service for non-processable waste or materials not routinely generated in residential areas. The Contractor shall collect no hazardous wastes unless specifically requested by the resident, approved in advance by the City, and agreed to by the Contractor.
9. COLLECTION EQUIPMENT. The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. All vehicles shall be not more than 5 years old unless approved in writing by the City otherwise. All collection equipment shall be kept in good condition and repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State and local requirements for vehicle equipment. Each vehicle shall have clearly visible on each side the name and telephone number of the Contractor. The Contractor shall furnish the City with the make, year, and serial number of each vehicle primarily assigned to the City pick-up. The Contractor shall provide and maintain equipment that will not gouge, scrape, peel, or otherwise damage the approved garbage containers.
10. EXCLUSIVE RIGHT. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste covered by this Agreement and for which the City is billing its residents through its utility accounts.
11. OFFICE. The Contractor shall establish and maintain a local office or such other facilities as necessary and acceptable to the City, through which the Contractor can be contacted, where service may be applied for, and complaints can be made. The

Contractor's main office shall be equipped with sufficient telephones and shall have a responsible person present and in charge during all collection hours. Contractor shall also provide to the City a representative that is available at all hours, 24 hours a day and 7 days a week to be contacted in the case of emergencies or other conditions requiring after-hours contact.

12. HAULING. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter.
13. TITLE TO WASTE. Title to all non-hazardous waste shall be vested in the Contractor upon being placed in its vehicle except items that a resident may have inadvertently or unintentionally deposited in a container. Title to all Hazardous Material will remain with the resident at all times.
14. DISPOSAL. All solid waste for disposal shall be hauled by the Contractor to Wasatch Integrated Waste Management District facilities in Layton, Utah, as required by regulations. The Contractor shall become familiar with and abide by all rules, regulations, laws, contracts, provisions, etc., related to the use of such facilities.
15. CHARGES, RATES, ETC. The City shall pay the Contractor in accordance with the following monthly charges and rates, which shall be in effect for two years from the date of this Agreement:
 - a. Basic Weekly Residential Service Charges and Rates:
 - i. Standard Residential Rate. One Container @ \$5.68 per month
 - ii. Standard Residential Rate. Each additional container @ \$3.00 per month.
 - iii. Recycle Waste bi-weekly each Container @ \$3.49 per month
 - b. All other rates and charges as shown in the attached Response Document.
 - c. Special Municipal Services Charges and Rates:
 - i. Municipal Buildings and Facilities Collection Service. Contractor shall provide, without extra charge, weekly waste collection and bi-weekly recycling collection services for all approved 90 gallon garbage containers at all municipal buildings, public parks, and golf course(s) within the City.
 - ii. Special Municipal Sponsored Events Service. Contractor shall provide, without extra charge, waste collection and recycling collection services of all approved 90 gallon garbage containers at City sponsored events and activities. If roll-off containers are provided, the City shall pay the haul and disposal fees of such service.

- iii. Spring and Fall Cleanup Service. Contractor shall provide a spring and fall cleanup service utilizing roll-off containers at the City's Public Works facility. The collection schedule in April and October each year shall be determined and agreed to by the City and the Contractor. The charge for each container serviced shall be \$250.00. The City shall pay the disposal fees directly.
- iv. Second Saturday Residential Garbage Pickup. This service shall be provided on the second Saturday of each month during the months of May through November. The charge for the service shall be \$1.20 per month per residential customer for the months of May through November or for whatever months this service is provided and adjusted, as needed.
- v. Bulky Waste Collection Service. As noted in the Response Document, if the City and Contractor agree, Contractor may provide a curbside bulky waste collection service utilizing as described in the Response Document under "Curbside Bulk Waste Cleanup (Optional Service)".

d. Special Environmental Charges and Rates:

Fuel Surcharge. There is no fuel surcharge allowance approved as part of this Agreement.

e. Changes in Charges and Rates:

CPI Rate Adjustment. The compensation payable to the Contractor may be adjusted annually on the anniversary date of this Agreement beginning with the third contract year. The adjusted compensation shall reflect changes in the Contractor's cost of operations as indicated in the Consumer Price Index (CPI) of the Wasatch Front for the previous calendar year as produced by reputable indices such as the Governor's Office of Budget, Zion's Bank, Federal CPI schedules or a similar entity mutually agreed upon by the City and the Contractor.

f. Tipping Fees:

Wasatch Integrated Waste. The City shall be responsible for tipping fees for both solid waste and recyclables if taken to Wasatch Integrated Waste.

16. CONTAINERS. The City shall provide sufficient approved garbage containers for the use of all residential users as required. The City will replace all containers lost, stolen, or found to be defective during the term hereof. It is further agreed that all residential approved garbage containers provided to the City's residents are the property of the City.

17. SPECIAL SERVICES AND CONTAINERS. The Contractor will provide, without charge to the City, special services for handicapped persons or senior citizens not able

- to handle the 90-105 gallon approved garbage container. Such special service will be as directed and approved by the City.
18. LOCATION. All approved garbage containers shall be placed within two feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made between the Resident and the Contractor.
 19. COMPENSATION. The City shall pay the Contractor monthly not later than 15 days after receiving an invoice from the Contractor. The fees paid to the Contractor will include all City residences as defined herein. This figure will be updated monthly to coincide with the City's billing practices.
 20. RESIDENTIAL ACCOUNTS. All residences will be provided with an approved garbage container unless vacant for a period of 90 days or more.
 21. ROUTES AND SCHEDULES. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times. It shall be the resident's responsibility to place their solid waste at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify residences affected by the schedule change through a written notice left at each residence not less than two weeks prior to the change. Due to disposal facility closure, no pick-ups will be made on Thanksgiving Day, Christmas Day, and New Year's Day. The waste will be picked up one day later for the affected days.
 22. COMMERCIAL COLLECTIONS. The Contractor may deal directly with business, commercial, industrial, and institutional establishments, and all sums collected by it from such establishments shall belong to Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional garbage, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial, or institutional garbage, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof. Contractor agrees not to commingle any business, commercial, industrial, and institutional waste with that collected from residential users, municipal buildings, City parks, and special pickups within the City, nor commingle any wastes collected outside the City with those collected pursuant to this Agreement.
 23. COMPLAINTS. All complaints shall be resolved within 48 hours. The Contractor shall supply the City, on a monthly basis, with copies of all complaints in a form

- approved by the City, and indicate the disposition of each. Such records shall be available for the City's inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.
24. **NOTIFICATION OF NONCOMPLIANCE.** In cases where residential collections are set out improperly for pick-up, Contractor's personnel shall nevertheless pick-up the same and leave a non-compliance tag at the residence specifying the reason(s) causing the non-compliance and warning the customer that continued non-compliance will result in no pick-ups. If the problem continues the Contractor shall provide a second notice to the resident. If after 2 such notices, if the resident does not comply, the Contractor shall have no further duty to pick up the non-compliant resident's wastes until the same complies with the requirements herein set forth. Contractor shall keep a written log of all non-compliance tagging including time, place, date, and reason that shall be available for inspection by the City upon request.
25. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter required under any State or Federal law with regards to persons employed by the Contractor on work performed under the terms of this Contract.
26. **CONTRACTOR'S PERSONNEL.** The Contractor shall assign a qualified person or persons to be in charge of its operations and to perform Contractor's duties under this Contract and shall give the name or names to the City. Each employee shall, at all times, carry a valid Operator's License for the type of vehicle he is driving. The Contractor shall immediately dismiss any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties. The Contractor shall provide operating and safety training for all personnel. Swing drivers and Contractor's managers shall be trained in first aid and each vehicle shall be equipped with a first aid kit and an approved fire extinguisher.
27. **COMPLIANCE WITH LAWS.** The Contractor shall conduct all of its operations under this Agreement in compliance with all applicable laws, ordinances, and resolutions. In the event Federal and/or State legislation is passed during the term of this Agreement which enacts new requirements or alters the types or amounts of solid wastes which may be picked up or changes the disposal requirements therefor, this Agreement shall be amended by the parties to take into account such legislative changes. If the parties cannot agree to mutually acceptable amendments in such cases,

either party may terminate this Agreement by giving the other party 30 days advance written notice of termination.

28. INDEMNITY AND INSURANCE. The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees caused by or in consequence of any negligent act or omission of the Contractor of its employees, agents or subcontractors in fulfilling this Contract. The Contractor shall provide a performance bond of not less than \$100,000 as shown in the Response Document. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations within the City, both with liability limits not less than \$2,000,000 Property Damage and \$2,000,000 Bodily Injury, naming the City as an additional insured but only to the extent of the indemnity provided to the City in this Section 28, and providing for thirty (30) days written notice to the City prior to termination or cancellation. Certificates of insurance shall be filed with the City before the Contractor commences work.
29. WORKER'S COMPENSATION. The Contractor shall carry, with an insurance company authorized to transact business in the State of Utah, a policy that fulfills all the requirements of the Workmen's Compensation Act of Utah, including all legal requirements for occupational diseases.
30. ASSIGNMENT. The Contractor shall not have the right to assign this Agreement or otherwise transfer it in any manner whatsoever, or sell, lease, or permit others to use or transfer it in any manner whatsoever or any interest in all or any part of its facilities that are installed or operated hereunder, except with the prior written approval of the City. In the event of the Contractor selling his business to another, the City reserves the right to terminate this agreement and request proposals for solid waste collection from qualified haulers.
31. BOOKS, RECORDS, AND CONTRACT CONFIDENTIALITY. The Contractor shall keep records of wastes collected and delivered to Wasatch Integrated Waste Management District facilities. The City shall have the right to review any records that in any way pertain to said deliveries. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or required in any legal proceedings.
32. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

33. TIPPING FEES. The City shall pay all tipping fees to Wasatch Integrated Waste Management District for all residential solid waste collected within the City pursuant to this Agreement.
34. STANDARD OF PERFORMANCE. If the Contractor fails to collect materials herein specified for a period of three consecutive scheduled working days, or fails to perform Contractor's obligations and duties set forth in this Agreement, provided such failure is not due to war, insurrection, riot, act of God, or any other cause beyond Contractor's control, the City shall in addition to any other remedies under this Agreement declare the Contractor in default and give Contractor written notice thereof. If, after receipt of such notice of default, the Contractor does not immediately (within 24 hours) commence to collect materials herein specified, or fails to perform Contractor's duties in a satisfactory manner, this Agreement shall, at the election of the City, terminate and all liability of the City to the Contractor hereunder shall cease and the City shall be entitled to recover any damages incurred by the City due to Contractor's default. Termination of this Agreement as herein provided shall not release the Contractor of its liability to the City for breach of this Agreement.
35. NUMBER OF COPIES. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.
36. LAW TO GOVERN. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
37. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination hereof. This contract can be terminated with the consent of both parties.
38. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
39. POINT OF CONTACT. The contacts for each party related to this Agreement, amendments thereto, or questions related to the terms of this Agreement or the enforcement thereof shall be the following:

For the City:
Ken Leetham, City Manager
10 East Center Street
North Salt Lake, UT 84054
(801)335-8725-office
(801)335-8719-fax
kenl@nslcity.org

For the Contractor:
Richard Hamik, Sales Manager
2274 S. Technology Drive
West Valley City, UT 84119
(801)363-9995
richard@acedisposal.com

40. The City and the Contractor, upon execution of this Agreement shall establish a list of contacts, as needed, in order to handle daily operations of solid waste collection, including, but not limited to, the establishment of access points (phone, social media, email) for the public to report disruptions of service or to make inquiries; a representative of each party to manage and administer this Agreement; and, points of contact for afterhours communication.
41. **ILLEGAL PROVISIONS.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
42. **NOTICE.** A letter addressed and sent by certified U.S. mail to either party at its business address shown hereinabove or delivered personally shall be sufficient notice whenever required for any purpose in this Agreement.
43. **INTEGRATION.** This contract contains the entire and integrated agreement of the parties as of its date and no prior or contemporaneous promises, representations, warranties, inducements or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.
44. **ATTORNEY'S FEES.** In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorney's fees resulting from the enforcement of this Agreement, or any right arising out of such breach, including all costs, expenses, and reasonable attorney's fees incurred in any bankruptcy proceeding. Any such costs, expenses, and reasonable attorney's fees incurred under this Paragraph by the City may be deducted by it from any compensation due to the Contractor.

45. EFFECTIVE DATE. This Agreement shall become effective upon execution by the parties hereto and the Contractor shall begin collection of recycling and solid waste covered hereby on the 1st day of July, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

City of North Salt Lake

Ace Disposal and Recycling

Mayor Leonard K. Arave

Name:

1
2 CITY OF NORTH SALT LAKE
3 CITY COUNCIL MEETING-REGULAR SESSION
4 JUNE 16, 2020

5 DRAFT
6

7 This meeting was held electronically via Zoom. The host site was located at 10 East Center
8 Street in North Salt Lake.
9

10 Mayor Arave called the meeting to order at 6:06 p.m.
11

12 PRESENT: Mayor Len Arave
13 Council Member Lisa Watts Baskin
14 Council Member Natalie Gordon
15 Council Member Brian Horrocks
16 Council Member Ryan Mumford
17 Council Member Stan Porter
18

19 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
20 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Troy
21 Johnson, Assistant Police Chief; David Church, City Attorney; Tyler Abegglen, Golf Course
22 General Manager; Sherrie Llewelyn, Community Development Director; Linda Horrocks, City
23 Recorder; Andrea Bradford, Minutes Secretary.
24

25 OTHERS PRESENT: Barry Bryson, Ken Akers, Dee Lalliss, residents; Nick Tarbet, Paul
26 Nielson, Brady Fredrickson, Salt Lake City; Stephen McCutchan, Civil Science; Richard Hamik,
27 Phil Markham, Ace Disposal; Dave Tolman, Xcel Development (Misty River Development);
28 Morgan Scharman, 801-597-9904, Raul Weston, Larry Fischer.
29

30 1. CITIZEN COMMENT
31

32 Barry Bryson, 349 Odell Lane, said he worked for Utah Education and Telehealth Network
33 (UETN) and explained that they were offering a service throughout the State called Eduroam. He
34 said Eduroam was an authenticated, secure wireless SSID and suggested that the City could
35 become a service provider for Eduroam. This would allow educators, students, and government
36 to roam the State and connect to Wi-Fi seamlessly. Mr. Bryson said there were broadband and
37 mobile data issues in the City and would like to discuss this as well. Mayor Arave asked that Mr.
38 Bryson work with City staff.
39

40 Barry Bryson also spoke on Odell Lane and the Orchard Grove project and requested that the
41 City work with the developer to make sure that Odell Lane was closed to through traffic and
42 proper flagging and signage was done. He said there were many problems over the last several

43 weeks with the road being blocked, people using the road as a shortcut, etc. Mayor Arave asked
44 that the Safety Committee review these issues to ensure that Odell Lane was safe.

45

46 2. PRESENTATION AND DISCUSSION RELATED TO SOCIAL ISSUES, POLICING,
47 TRAINING AND POLICIES: NSL RESIDENT KENNY AKERS, COUNCILPERSON
48 LISA BASKIN

49

50 Mayor Arave spoke on how the Country was dealing with the effects of racism and the
51 relationship between the police and people of color. He said Ken Akers had agreed to share his
52 experiences as a person of color and in law enforcement.

53

54 Ken Akers said he was born and raised near Hill Air Force Base in the 1970s. He spoke on being
55 a minority and experiencing racism and bias as a child and how this affected his education. He
56 then attended the police academy and was hired by West Valley City Police Department. Mr.
57 Akers then joined the military and became a protective service agent including providing
58 instruction in antiterrorism, close quarter combat, and weapons training. He said he had three
59 children who attended school in the City and spoke on the challenges they faced and how he had
60 to teach them to navigate these problems.

61

62 Ken Akers said it was getting tiresome that even though he was 47 years old and had done his
63 service to this country that he still had to teach his children about color boundaries and excuse
64 the behaviors of others. He then spoke on the current events and situations where individuals
65 were derogatory towards minorities. Mr. Akers said he was present at the recent protests and
66 stopped an angry mob from burning down a 7-11 convenience store. Since that incident he has
67 been on multiple news programs giving motivational speeches and addressing racism and
68 stigmas. He said all he wanted from tonight's meeting was to be understood as a citizen of the
69 City.

70

71 Mr. Akers said it was difficult to watch these catastrophic ordeals happen and it was impossible
72 to identify an imbedded hatred in someone's heart particularly related to police. He spoke on
73 reforms and suggestions related to these concerns and what the solutions should be whether it
74 was more education, defunding, training, etc. The only clear answer was to immediately identify
75 these problems in police officers when it was first manifested. He said that officers in these
76 volatile situations needed to be trained to be physically and mentally prepared.

77

78 Ken Akers spoke on the reforms coming from the president and how it would apply to each
79 State.

80

81 Mayor Arave said he appreciated what Ken Akers had to say. He said that he had spoken about
82 these issues with the police chief several times and said that the police officers had to deal with
83 the worst problems of society including abuse, drug addiction, suicides, etc. He then spoke on
84 several incidents involving people of color and wondered if those residents felt safe within the

85 City. Mayor Arave said people needed to be educated not to judge others based on the color of
86 their skin.

87
88 Chief Black commented on a draft letter for the City newsletter. He said the police department
89 was not oblivious to these issues including bias based policing and that they were in compliance
90 with State law to have a bias based policing policy. He reported that this policy stated that the
91 North Salt Lake Police Department was committed to providing law enforcement services to the
92 community with due regard for racial, cultural, and other differences of those served. He stated
93 that the policy of the Police Department was to provide law enforcement services and to enforce
94 the law equally, fairly, objectively and without discrimination toward any group. He said they
95 had definitions for bias based policing in the policy and also that the first tenet of the
96 department's mission statement was is to provide constitutional policing services while
97 respecting the constitutional rights of everyone served.

98
99 Chief Black spoke on laws regarding hate crimes and bias based policies and his disappointment
100 that society was not treating each other as human beings but still judged others based on race or
101 sexual orientation. He assured the City that the first goal was to provide constitutional policing
102 and that the officers were bound by law, policy and principal. Chief Black then spoke on the
103 hiring process and that each candidate goes through a psychological assessment including
104 cultural competence and bias behaviors; however, it can be difficult to know who would be a
105 bully or difficult to train.

106
107 Chief Black said Utah was becoming a more diverse state and that West Valley was over 50%
108 non-Caucasian but it needed to take in consideration that some bias was due to ignorance. He
109 said that many people did not have to raise their children with the same level of concern as Mr.
110 Akers. He spoke on perceptions and how to determine whether an officer was mean spirited
111 towards those who were different or just ignorant and if they could be taught to understand how
112 diverse the community was.

113
114 Chief Black then spoke on how the officers were trained in de-escalation policies, enforcing the
115 law, crisis training, and lethal weapons. He also spoke on carotid control/chokehold and said he
116 issued a directive on June 11th to the department that this method was not to be used even if an
117 officer had been trained on how to use it. Chief Black also spoke on the incident that occurred in
118 Minneapolis that resulted in the death of George Floyd and said the officer was abusive. He said
119 that society needed to proceed through policies to avoid the use of lethal tactics. Chief Black said
120 officers dealt with situations that evolved quickly with dozens of stimuli and had to protect
121 themselves and others which could lead to mistakes.

122
123 Council Member Gordon commented that she appreciated the police department. She suggested
124 more implicit bias training for police officers, staff, and even the City Council. Council Member
125 Gordon also asked that the Council have future discussions regarding de-escalation training,
126 protections against profiling policies, and an alternative approach to mental health crises,

127 requiring the use of body cameras (if this was not already a policy), and making the police chief
128 accessible to all residents. She expressed concern that people of color might not feel welcome in
129 the community and wanted to do what was necessary to strengthen the police force in a way that
130 would help everyone feel more welcome.

131
132 Council Member Baskin thanked the police department and Ken Akers for speaking. She said it
133 was a thought provoking time as leaders of the City and the lines of communication needed to be
134 kept open to allow for understanding and growth. Council Member Baskin said in December of
135 2019 she attended a judicial training in Montgomery, Alabama and met Bryan Stevenson who
136 was the attorney with the Equal Justice Initiative and had written the book Just Mercy based on
137 his experiences defending those who were wrongly condemned. She said the training was
138 entitled “When Justice Fails” and the majority of the judges present were people of color. She
139 realized how little she understood what pain and humiliation felt like in comparison to what
140 many of these judges had experienced. She said there were so many ways to do better, including
141 leading the way as leaders, implementing trainings and policies, and creating relationships.

142
143 Chief Black concluded by speaking about documentation of any use of force and described the
144 process prior to and during any use of force including observing any mental illnesses, past
145 history, drug use, or weapons. He said there was no place for bias in the department, officers
146 were bound by clear policy to intervene and report any abuse of force, and that there was a
147 requirement for extensive reporting and review of any significant use of force. Chief Black also
148 spoke on video documentation including body cameras and the resulting recordings. He said
149 these videos were protected records and were released for court purposes. They were retained for
150 90 days unless there was a use of force, which was kept for a longer period of time.

151
152 Mayor Arave spoke on the idea of an oversight committee, which would be filled by the City
153 Council, and include annual reporting for the purpose of reviewing public complaints, if any.

154
155 Ken Leetham suggested that a process be established for public outreach periodically, in addition
156 to the Night Out Against Crime, to allow citizens and the City officials to discuss community
157 issues and concerns.

158
159 3. CONSIDERATION OF ORDINANCE 2020-13: AN ORDINANCE AMENDING
160 TITLE 9, BUILDINGS AND CONSTRUCTION, UPDATING APPLICABLE
161 BUILDING CODES

162
163 Sherrie Llewelyn reported the current Title 9 has several references to the 2012 edition of the
164 International Building Code. The State of Utah and the City currently use the 2018 version as the
165 codes are updated and adopted every three years. The language change would remove the
166 references to a specific edition and would instead refer to the most current edition adopted by the
167 State of Utah. Another change to Title 9 included the removal of the previous change to the Fire
168 Code related to fire sprinklers in homes less than 10,000 square feet per State code. Other

169 amendments were related to updates to the retaining wall regulations including that the
170 regulations apply to all walls not just residential uses, special requirements to improve the safety
171 and construction of rockery walls, including geotechnical monitoring, compaction, rock
172 selection, rock placement, and steepness, clarification of height measurements (previously
173 included footings) and reducing overall height accordingly, limiting the height of retaining walls
174 in the front public utility easement, except by conditional use permit, establishing setbacks for
175 retaining walls from other structures, and establishing procedures for approval of retaining walls
176 in public utility easements and establishing distance requirements from hydrants, water meters,
177 telecommunications pedestals, and street lights. Several other amendments included updating
178 language for the enforcement official and processes, reorganizing the location for enforcement
179 procedures into Chapter 1 for the entire title, establishing a double permit penalty for starting
180 work without a permit, and removal of the requirement for Davis County Health Department
181 approval for consideration of fence height.

182

183 **Council Member Porter moved that the City Council approve Ordinance 2020-13**
184 **amending City Code, Title 9, Buildings and Construction, with the following findings:**

185

- 186 **1. The proposed amendment is required to update references to the most current**
187 **edition of the building codes adopted by the State of Utah;**
- 188 **2. The proposed amendments improve regulations related to the construction of**
189 **retaining walls and private swimming pools for the protection of the health, safety,**
190 **and welfare of the citizens of North Salt Lake; and**
- 191 **3. Changed or changing conditions make the proposed amendment reasonably**
192 **necessary to carry out the "purposes" stated in this title.**

193

194 **Council Member Baskin seconded the motion. The motion was approved by Council**
195 **Members Baskin, Gordon, Horrocks, Mumford and Porter via Zoom chat.**

196

- 197 **4. CONSIDERATION OF RESOLUTION 2020-16R: A RESOLUTION ADOPTING**
198 **CERTAIN FRAUD RISK POLICIES AND CREATING THE CITY OF NORTH SALT**
199 **LAKE AUDIT COMMITTEE**

200

201 Ken Leetham reported that this was a new requirement per the State Legislature for cities to
202 report on the readiness and preparedness of fraud risk management. These policies would be
203 essential and managed the City's overall risk of fraud per the adoption of the fraud hotline,
204 completion of a fraud risk assessment, and the creation of a formal fraud committee. This
205 resolution would also adopt additional policies for personnel, ethical behavior, and a fraud
206 hotline policy. He then detailed each policy that was required including conflict of interest,
207 procurement, ethical behavior, reporting fraud and abuse, travel, credit/purchasing cards,
208 personal use of entity assets, IT and computer security, and cash receipts and deposits. Mr.
209 Leetham spoke on the fraud hotline policy and the Fraud Risk Committee. He proposed that the
210 Committee be compromised of the Mayor and two City Council members and potentially a third

211 party CPA to assist the Committee. He said staff reached out to a CPA and determined the cost
212 would be approximately \$5,000 or less annually. Mr. Leetham also spoke on an updated
213 personnel policy manual, including many of the policies discussed, which would be presented to
214 the City Council soon.

215

216 Mayor Arave commented that the City did not have an internal audit function right now. Janice
217 Larsen replied that if the Council adopted all of the policies proposed and agreed to engage an
218 audit firm that the City could check yes for the assessment.

219

220 Mayor Arave also commented on the fraud hotline and how it would be setup. Ken Leetham
221 replied that the email for reporting fraud would be setup by the June 30th deadline.

222

223 Mayor Arave asked who was currently performing the bank reconciliations. Janice Larsen
224 commented that she performed the reconciliations but did not issue checks, control the checks,
225 obtain receipts, or make disbursements. She explained other employees handled the assets and
226 disbursements and said there was a separation of duties.

227

228 Mayor Arave suggested that Ken Leetham review the check reconciliations going forward.
229 Janice Larsen replied that the auditors reviewed the reconciliations and bank statements but said
230 it would not be a problem for Ken Leetham to review them as well.

231

232 Council Member Gordon commented that the fraud hotline should go to the audit committee
233 members or to an outside employee. She said if an individual had concerns about a member of
234 the City Council or audit committee that they should feel comfortable submitting those concerns.
235 She suggested that the hotline should allow for anonymous reporting.

236

237 Mayor Arave asked if the City could use the County fraud hotline. Ken Leetham replied that
238 staff would look into that option.

239

240 Mayor Arave then asked for the scope of work for an outside expert for the Formal Audit
241 Committee. Ken Leetham responded that staff would prepare what the scope of work would
242 entail for review by the City Council or the Formal Audit Committee.

243

244 David Church commented that the State Auditor's established fraud hotline may meet the City's
245 requirement.

246

247 Council Member Horrocks asked if the meetings for the Formal Audit Committee needed to be
248 noticed and minutes taken. Ken Leetham replied that he believed the meetings would need to be
249 noticed.

250

251 Janice Larsen said that she thought Ryan Child had mentioned that if a quorum of the City
252 Council members were not present during the Formal Audit Committee meetings that those
253 meetings did not need to be noticed.

254
255 Council Member Baskin asked how often the Committee would need to meet. Mayor Arave felt
256 that the Committee would only need to meet twice a year.

257
258 Council Member Gordon said that she worked closely with independent auditors and conducted
259 regular reviews of compliance and risk assessments throughout the course of her work.

260
261 Council Member Porter also expressed interest via chat. Mayor Arave confirmed that Council
262 Members Porter and Gordon along with himself would serve on the Committee.

263
264 **Council Member Baskin moved to adopt Resolution 2020-16R: a resolution adopting**
265 **certain fraud risk policies and creating the City of North Salt Lake Audit Committee. In**
266 **terms of the Fraud Risk Assessment Questionnaire it be amended that there is not a**
267 **compliance with subsection 8 that the entity has a formal internal audit function. This**
268 **would be addressed in the days ahead and the members that would serve on the committee**
269 **would be the Mayor Len Arave, Councilwoman Natalie Gordon, and Councilman Stan**
270 **Porter. Council Member Porter seconded the motion. The motion was approved by Council**
271 **Members Baskin, Gordon, Horrocks, Mumford and Porter via Zoom chat.**

272
273 5. CONSIDERATION OF RESOLUTION 2020-18R: A RESOLUTION SETTING THE
274 CERTIFIED PROPERTY TAX RATE FOR ALL PROPERTY LOCATED WITHIN
275 THE BOUNDARIES OF THE CITY OF NORTH SALT LAKE FOR THE FISCAL
276 YEAR 2020-2021

277
278 Janice Larsen reported that the certified property tax rate, which was determined by Davis
279 County, would be .001233 for the fiscal year 2020-2021.

280
281 **Council Member Gordon moved that the City Council adopt Resolution 2020-18R: a**
282 **resolution setting the Certified Property Tax Rate for all property located within the**
283 **boundaries of the City of North Salt Lake for fiscal year 2020-2021. Council Member**
284 **Baskin seconded the motion. The motion was approved by Council Members Baskin,**
285 **Gordon, Horrocks, Mumford and Porter via Zoom chat.**

286
287 6. CONSIDERATION OF RESOLUTION 2020-17R: A RESOLUTION AUTHORIZING
288 THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO THE
289 SALE OF CERTAIN PROPERTY AT TUNNEL SPRINGS

290
291 Ken Leetham reported that staff had been working to facilitate the purchase of three properties
292 on the north portion of Tunnel Springs Park for some time. Property owners in the area had

293 approached the City with a desire to purchase part of the park that was currently being used as
294 passive open space. He showed a record of survey and new parcels that were created with the
295 proposed boundaries. Mr. Leetham said the real estate purchase agreements had undergone some
296 changes and would have further changes as not all of the details were finalized. He said the price,
297 at \$3.50 per square foot, and the boundaries were finalized but some of the details related to the
298 transactions would change. He suggested that in the adoption of the resolution that a note could
299 be made to allow the City Manager and City Attorney the authority to change the REPC
300 documents.

301
302 Council Member Gordon asked if the fence would be right along the existing walk or if it could
303 be moved back a few feet. Ken Leetham replied that another resident had expressed interest in
304 purchasing property so staff was determining how much property could be sold. He said the
305 property lines may be moved to within 18 inches of the trail but these new proposals would be
306 brought before the City Council.

307
308 Council Member Baskin spoke on the language of the resolution and said it may be too broad.
309 She suggested that the wording be changed from “authorizing the City Manager to execute all
310 documents related to the sale of certain property at Tunnel Springs Park” and should say “to
311 execute the documents related to the sale”. She asked if it should be limited to the City Manager
312 with the City Attorney to execute the REPC and related documents. Ken Leetham replied that
313 this authority would be for the completion of REPC and closing documents and only include
314 authorization for the three properties.

315
316 Council Member Mumford asked in regards to maintenance and the timeline for fencing the
317 proposed property. Ken Leetham said that while the City was not requiring fencing it was his
318 understanding that the property owners would be installing solid fencing. He said the only
319 requirement related to fencing was that prior to the installation the City Engineer would have to
320 approve the location of the fencing. The maintenance obligations of both sides of the fence
321 would belong to the owners as well.

322
323 **Council Member Baskin moved to recommend approval of Resolution 2017-17R: a**
324 **resolution authorizing the City Manager and the City Attorney to execute the REPC and**
325 **related closing documents relating to the sale of certain property at Tunnel Springs Park as**
326 **referenced in the memo, meaning the three properties in the memo. Council Member**
327 **Mumford seconded the motion. The motion was approved by Council Members Baskin,**
328 **Gordon, Horrocks and Mumford via Zoom chat. Council Member Porter voted in**
329 **opposition to the motion.**

330
331 7. DISCUSSION OF ANNEXATION POLICY PLAN, FUTURE ANNEXATION AREA
332 MAP, AND STATUS OF POSSIBLE ANNEXATION PETITION FILING FOR THE
333 MISTY RIVER DEVELOPMENT

334

335 Sherrie Llewelyn reported that this discussion item was at Council Member Baskin's request to
336 discuss the potential annexation including the process and related laws. Sherrie Llewelyn
337 presented the annexation policy plan, the scope of services and fee proposal from Lewis, Young,
338 Robertson & Burningham to update the current City Annexation Policy Plan, the current
339 annexation plan and expansion map which was adopted in February 2003, a summary of the
340 annexation across the county line, and the section of Utah State Code 10-20401 to 10-20407
341 related to annexation. She spoke on requirements such as a public hearing, a map of the
342 expansion area, a statement of the criteria related to annexation petitions, municipal services, an
343 estimate of the tax consequences, and the interest of other affected entities such as the mosquito
344 abatement, fire agency, etc.

345
346 Sherrie Llewelyn presented the proposal from Lewis, Young with the cost for the consulting
347 services at \$15,250 to update the annexation policy plan, as well as cash flow modeling and
348 budget forecasts, as well as the noticing and resolutions of the plan. She then showed the
349 annexation policy map, which included the existing City boundaries, three proposed policy areas,
350 and municipal boundaries. She then showed a map which included a larger scope of the three
351 policy areas and those that should be considered to be placed on the map per a long range plan.
352 The map included unincorporated Salt Lake and Davis County areas, as well as forest service
353 area, and the sports park area, which was inaccessible from the City.

354
355 Council Member Mumford asked about proposed area A, the Chevron Oil Refinery area, which
356 was currently part of Davis County. Sherrie Llewelyn said that annexation was driven by the
357 property owner. She said there was a statute that if a property was in an annexation policy plan
358 that if the property owner went to the county and applied for a development on that parcel then
359 the county was required to have the property owner ask the City about their interest in
360 annexation.

361
362 Council Member Porter commented that Chevron's attorney had previously explained to the City
363 Council that they could force an annexation but Chevron would then claim that the City did not
364 provide services and would be able to "de-annex".

365
366 Council Member Mumford asked about a potential annexation of privately owned property in the
367 unincorporated area. Sherrie Llewelyn replied that the property appeared relatively flat and may
368 be worth studying for a potential future annexation.

369
370 Council Member Mumford asked if Salt Lake or Davis County would be interested in align the
371 boundaries. Sherrie Llewelyn replied that she did not believe anyone had broached this question
372 with either counties. She said it was very difficult to make any major boundary changes.

373
374 Council Member Mumford suggested removing the motorsports park area from the annexation
375 map as it was inaccessible. He said the Chevron area should remain.

376

377 Mayor Arave asked about the forest service area and why the City would want to obtain that
378 property. He suggested that area be removed as well. Sherrie Llewelyn replied that it was very
379 steep and all forest service area.

380
381 Sherrie Llewelyn showed the current annexation policy plan. She then reviewed the annexation
382 process and the steps that would have to be taken to annex the Misty River development. The
383 property owners would need to file a notice with the City Recorder of an intent to file a petition
384 with a map, this would be submitted to the County, Salt Lake County would then mail notice to
385 every property owner with the boundaries and within 300 feet of the annexation area. She also
386 reviewed what the notice must include. Mrs. Llewelyn said she was unsure when the Salt Lake
387 County Council would consider the resolution approval. If Salt Lake County approved the
388 resolution it would be filed with the City Recorder at that time. The proposal would then come
389 before the City Council for acceptance or denial. If the proposal was accepted Staff would work
390 with the applicant, the Planning Commission would advise on the zoning, regulations, density,
391 etc. The City Council would then determine the terms of infrastructure, density, and regulations
392

393 Sherrie Llewelyn said there were two major property owners including the developer for 126
394 acres known as Misty River and 220 acres comprising Cross E Ranch. She spoke on the
395 conceptual plan for Misty River and said the developer had eliminated the 320 unit apartment
396 complex, moved the charter school east of the canal, included seven estate lots along 2200 West,
397 and revised and reduced the unit count to 994.

398
399 At 8:24 p.m. Council Member Mumford was excused.

400
401 8. APPROVE CITY COUNCIL MINUTES

402
403 The City Council minutes of June 2, 2020 were reviewed and approved. **Council Member**
404 **Horrocks moved to approve the City Council meeting minutes of June 2, 2020. Council**
405 **Member Porter seconded the motion. The motion was approved by Council Members**
406 **Baskin, Gordon, Horrocks, and Porter. Council Member Mumford was excused.**

407
408 9. ACTION ITEMS

409
410 The action items list was reviewed. Completed items were removed from the list.

411
412 10. CITY COUNCIL REPORTS

413
414 Council Member Gordon reported that the Youth City Council advisors asked when the Youth
415 City Council (YCC) should begin to meet in person again. Ken Leetham replied that the YCC
416 could meet again when they were comfortable and would wear masks and practice social
417 distancing; however, the cases in Davis County were increasing.

418 Mayor Arave recommended waiting to meet until August. Council Member Gordon was
419 discouraged to see how many cases were now in the City.

420

421 11. MAYOR'S REPORT

422

423 Mayor Arave reported on the Sewer District and said the work on the trickling filter was still
424 being completed. He said that Dal Wayment commented that he had not received any odor
425 complaints in the last week.

426

427 Mayor Arave said the Sewer District was also having trouble hitting their ammonia limits and
428 would have to pay a fine related to compliance issues.

429

430 Mayor Arave reported on the issue with golf balls hitting homes near the seventh hole. He said
431 that staff met with the homeowners and the City then installed signage stating that golfers were
432 responsible for damage to the homes. He said the City would look to see if the course could be
433 rerouted. The homeowners asked if they could install nets on the golf course property. He felt
434 that would be reasonable.

435

436 Mayor Arave spoke on a grant that the City received for site improvements and said they would
437 be used for the gas station located across from City Hall.

438

439 Mayor Arave also reported on a meeting he attended for the Bus Rapid Transit (BRT) line that
440 may extend to Farmington.

441

442 12. CITY ATTORNEY'S REPORT

443

444 David Church had nothing to report.

445

446 13. CITY MANAGER'S REPORT

447

448 Ken Leetham reported on the CARES Act funding and said the City had an allocation of
449 \$617,308. He said he had reviewed the documents and felt the City had \$16,000 of qualifying
450 reimbursements. Mr. Leetham commented that the County held a meeting and discussed the
451 creation of a program to provide business support, which he suggested the City should
452 participate in. He also said some of the funding could be used for rental/housing assistance for
453 those that had lost their employment due to COVID-19. All of funds that were used would be
454 subject to an audit, which may result in repayment of the funds by the City.

455

456 Ken Leetham said he would provide more information to the City Council as the County's plan
457 developed. He also suggested that some of the City's CARES Act Funding could be used to
458 support South Davis Fire in their qualifying expenses. The City could also pre-purchase COVID
459 related PPE supplies and equipment for future use.

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Mayor Arave said that the City Council needed to decide if they would participate in the County program. He said that the funds would be allocated based on need.

Mayor Arave commented that he thought the Fire Agency's portion would be \$75,000 and would be split between the cities, which meant the City's portion would be approximately \$15,000 to \$16,000. He suggested that it would be wise to participate in the County's program as it would also ensure the ability to obtain additional funding in the future.

Council Members Porter and Gordon were in agreement. Council Member Gordon was also in favor of letting business owners know that funding was available.

Ken Leetham commented that the first tranche of money needed to be spent before the end of the year.

Council Member Baskin said even if the City did not need to use the money that it was nice to know it was there.

Ken Leetham said that there would be additional needs that may increase the total expenses from \$16,000 to \$40,000 or \$50,000.

Ken Leetham reported that twelve cities in Davis County would be participating in an airplane parade to be held on July 4th. He said each of the cities would be contributing \$1,000 and the City would be suppling advertising. Mr. Leetham said there would also be skydivers at Legacy Park on that date as well.

14. ADJOURN

Mayor Arave adjourned the meeting at 8:42 p.m.

Mayor

City Recorder

Action Items for July 7, 2020

Item	Staff	Description
New		
1	Sherrie Ken	Staff to work with Barry Bryson regarding becoming a service provider for Eduroam with Utah Education and Telehealth Network. Also potential for a presentation from UETN about Eduroam. <i>Staff is reviewing information provided by Barry Bryson and will set up a demo to gather more information.</i>
2	Paul Craig	Staff/Safety Committee to review issues on Odell Lane related to construction for the Orchard Grove project to ensure the road is safe. <i>Safety Committee met and determined that no additional flagging or road closures are needed. All work should now be done on-site and not on Odell Lane.</i>
3	Craig Ken	CM Gordon requested that the City Council have future discussions regarding police de-escalation training, protections against profiling policies, an alternative approach to mental health crises, a policy requiring the use of body cameras, and making the police chief accessible to all residents particularly in the event of a complaint or other issue with officers. <i>The CM and Police Chief are working on policy revisions and a proposal for more outreach and accessibility for the public.</i>
4	Janice Ken	Staff to research whether the County fraud hotline number or the State Auditor's hotline could be used for the City's Fraud Risk hotline requirement or if a number should be established at City hall for the purpose of fraud reporting per the Fraud Risk requirements. <i>Staff has confirmed that the City may use the State auditor's fraud hotline as the City's hotline. Staff is implementing this.</i>
5	Janice Ken	Staff to provide updated list on expenditures related to CARES Act Funding as well as participation in the County program. <i>Will be reviewed at the July 21, 2020 council meeting.</i>
Current		
1	Sherrie	Staff to reach out to the LDS Church to discuss vacant property located at Amberly and Norfolk Drive. (Also, request was made to review potential change to development agreement to allow for a 55+ community). <i>This parcel is in compliance with all property maintenance codes. Sherrie has left several messages trying to reach the property owners and has not received return calls. 6/23/20</i>
2	Janice Ken	Staff to provide a list of emergency response purchase (Capital Improvement Fund) for COVID expenditures in the amount of \$30,000 to Council. <i>A compilation of expenses is being prepared for Council information.</i>
4	Craig, Ken Sherrie	Staff to follow up with car lot at the diagonal on (800 West?) and Highway 89 to ensure they do not park cars on the street. <i>A report is being prepared for the Council's review on this item.</i>
5	Sherrie	Review and approval of the revisions to the branding and wayfinding signage and banners for the Town Center. <i>Will be on an agenda in July.</i>
7	Paul, Janice, Ken	Staff to monitor contractor pricing related to road projects and report back to City Council on any savings/decrease in pricing for the potential to go out for bid/perform road projects now. <i>This analysis is being done and will be presented to the City Council in July and continually monitored and updated. 6-2-20 Staff is not seeing a discount at this point, but will continue to monitor.</i>
8	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.</i>
9	David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
10	Paul	Ken Leetham suggested staff review the arterial roadways with heavy traffic to determine if increased standards were required.
11	David	Staff to create a to do list for park projects this year with the help of the Parks and Arts Board and Ken Leetham
12	David/Ken /Linda?	Provide information on leash law and fines to City Council (potentially through social media as well?)

13	Janice	Provide analysis to City Council for whether to pay off Water Revenue Refunding Bonds. <i>Staff is meeting with city's financial advisor during the week of June 8th and will present in July.</i>
14	CD Dept.	Staff to work with Bountiful Veterans Park Foundation to reach out to the community to obtain the names of veterans in the community that would like to be honored on the memorial wall at the park. Staff to also work with Stan Porter and the PTAR Board to plan for next phases of possible improvements in the City's Veterans Memorial Park. <i>Ali has received the name list from Bountiful and is researching grant opportunities. (UPDATED 5/26/2020)</i>
15	Sherrie, Ken	Mayor Arave requested setting up a community wellness committee by ordinance so that we could make efforts similar to Centerville related to wellness in the community. <i>NAMI free on-line mentalhealth support group during COVID-19. Sign up: https://form.jotform.com/200846724854158 NAMI Mentor hotline 9am-4:15 pm M-F. (801) 323-9900 or (877) 230-6264. (updated 5/26/2020)</i>
16	Linda	Coordinate an afternoon time with UTA and Council for Fronrunner/UVX tour to Provo. <i>Linda has contacted Hal Johnson – He is coordinating with Beth Holbrook and will get back to us on potential dates. (Postponed until after COVID-19 restrictions.)</i>
17	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>This idea will be included in the new proposals related to the golf course and efforts to increase revenues.</i>
18	Sherrie, DRC	Council requested zoning recommendations from staff for two parcels on the east side of Orchard Drive north of Center Street, Odell Lane, and the RM-20-zoned neighborhood on the west side of Orchard Drive south of Center Street. <i>The DRC has reviewed the parcels and is currently considering options for rezoning the property.(3/5/20)</i>
19	Ken, David Church	Staff (David Church) to review current law related to annexation of unincorporated areas and to send an email to Senator Weiler ASAP (for the current legislative session) if the current law is not sufficient for the City's needs. <i>Sherrie has provided a memo to Ken (3/5/20)</i>
20	Sherrie Ken etc.	Get number for Jeremy Holt at LDS Hospital from Mayor re: partnering with NSL on mental illness outreach. Also, the Council discussed the possibility of staff preparing outreach/educational information in the newsletter and on the City's website some sources of help for suicide and mental illness. Council also discussed working with LDS Hospital, League of Cities and Towns, creating a citizen committee/group, hosting an educational class, and preparing a packet related to mental illness. <i>Ken has spoken with a non-profit group who may host a social services open house in NSL.</i>
21	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
23	David Ken	Staff to work with Woods Cross to improve their dog park and discuss potential for a new dog park in the area. <i>City Staff is reviewing other communities' dog parks and preparing a recommendation for the City Council. Woods Cross City has tentatively indicated a willingness to participate.</i>
24	Ken Craig	Staff to work on emergency preparedness reporting and coordination with Davis County rather than NSL – and whether it should be organized and run by South Davis Fire. <i>Staff is working with surrounding communities and Fire District to evaluate staffing needs and possible employee sharing</i>
25	Paul David Ken	Various assignments related to water and water planning including: collection of water usage data by area, analysis and recommendation related to water conservation rate structure, and long-range planning for water needs. <i>Staff proposal to engage a 3rd party to perform water comprehensive plan in FY 2021 Budget.</i>
26	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>
27	Linda	Staff to arrange a tour of Wasatch Resource Recovery Plant for interested City Council members and staff. <i>Scheduled for early April. Now postponed until after COVID-19 passes.</i>